

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAMES L. STEWART : CIVIL ACTION
 :
v. :
 :
STATE FARM INSURANCE COMPANIES :
and STATE FARM FIRE AND CASUALTY :
COMPANY : NO. 99-5658

MEMORANDUM AND ORDER

Fullam, Sr. J.

April , 2000

Plaintiff is suing the defendants for their alleged bad faith in handling his claim for underinsured motorist protection, in connection with an automobile accident which occurred in 1991. Plaintiff sued the other driver in 1993 and, with defendants' approval, accepted that driver's policy limits (\$15,000) in full settlement. Plaintiff asserted his underinsured motorist claims against the defendants in 1994, asserting that he was entitled to stack coverages on four different vehicles.

Initially, the defendants claimed that, according to their records, only one vehicle was insured. Later, that number was increased to two vehicles. By the time of the arbitration hearing in early 1997, defendants finally acknowledged coverage for three different vehicles.

According to the allegations of plaintiff's complaint, it appears that plaintiff himself did not have possession of any

of the insurance policies issued by the defendants, and was able to supply only one or two declaration pages of the alleged policies. In order to obtain final clarification of the coverage issues, plaintiff's counsel found it necessary to cause the arbitrators to subpoena the defendants' records.

The record does not disclose what demands, if any, plaintiff may have made of the defendants. The complaint does allege that, before the arbitration hearing, the defendants offered \$15,000 in full settlement. The arbitrators found that the total damages sustained by the plaintiff in the automobile accident in question amounted to \$30,000; since plaintiff had already collected \$15,000 from the other driver's insurance policy, the award for underinsured coverage was \$15,000.

It is apparently plaintiff's position that, notwithstanding his having recovered the full amount of the damages found by the trier of fact, the defendants are liable for additional sums because of the way in which they handled the transaction. Plaintiff has served a large number of discovery requests upon the defendants. Defendants responded to some of the requests, and filed objections to others. The case is now before the Court on plaintiff's Motion to Strike Defendants' Objections to the Discovery Requests and plaintiff's Motion to Compel Defendants to Respond Fully to All Pending Requests.

My review of the record gives rise to a substantial

suspicion that plaintiff's discovery requests are designed to inflict punishment upon the defendants, rather than to obtain useful information. All of the requests are hopelessly broad and burdensome, and few have any real bearing on the issues in the case. The only conceivably meritorious dispute has to do with the issue of whether or not the defendants should be required to disclose the amount of the reserve (if any) assigned to plaintiff's claim. Whether, and when, a reserve figure was decided upon, and the amount of the reserve, might possibly shed light upon whether defendants' handling of the claim was in good faith. In all other respects, I conclude that defendants' response to plaintiff's discovery requests are adequate.

An Order follows.

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ORDER

AND NOW, this day of April, 2000, upon
consideration of plaintiff's Motion to Strike Objections, and to
Compel Discovery, IT IS ORDERED:

That plaintiff's motion is DENIED, except that, within
20 days, defendants shall provide plaintiff with the requested
information concerning the reserve established for plaintiff's
claim.

John P. Fullam, Sr. J.